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13
14 IN THE UNITED STATES DISTRICT COURT
15 FOR THE DISTRICT OF ALASKA

16 PLATYPUS MARINE, INC., a
17 Washington Corporation,

18 Plaintiff,

19 v.
20 GLACIER GUIDES, INC., an
21 Alaska Corporation, *in personam*,
22 ALASKA LEGACY, LLC, *in
personam*, M/Y ALASKAN
23 GRANDEUR, O.N. 1121333, her
24 engines, tackles, hull, machinery,
25 and gear, *in rem*,

26 Defendants.

Case No. 1:22-cv-00006-APG

**DEFENDANT GLACIER
GUIDES, INC.'S TRIAL BRIEF**

27 I. INTRODUCTION

28 This dispute arises out of a yacht maintenance and repair job gone wrong.
29 Defendant Glacier Guides, Inc. (“Glacier Guides”) owns a charter-based hunting and
30 fishing guide service operating off of a 78’ yacht, the vessel M/Y ALASKAN
31 GRANDEUR, O.N. 1121333 (the “ALASKAN GRANDEUR” or the “Vessel”), which

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1 serves as a floating hotel/transport for Glacier Guides' clients. Glacier Guides
2 contracted to have the Vessel serviced and repaired (the "Project") by plaintiff shipyard
3 Platypus Marine, Inc. ("PMI" or "Platypus"). At bottom, PMI's performance on the
4 Project was wholly inadequate. From the outset, PMI failed to implement reasonable,
5 industry standard control measures like developing and updating feasible work
6 schedules, subcontractor and supplier coordination, work sequencing and shipyard
7 resource allocations, and providing appropriate, contractually required levels of
8 documentation. Much of the inadequate scheduling, sequencing, and shipyard resource
9 allocation is directly attributable to PMI prioritizing lucrative Coast Guard repair jobs
10 over its work on the Vessel. These failures led to entirely foreseeable results – the job
11 ran drastically over schedule, exceeded the estimated budget by nearly double the
12 original quote, and PMI redelivered the Vessel with a host of defective work and
13 incomplete work.

14 Attempting to recover its losses due to these self-imposed failures, PMI
15 presented Glacier Guides with a final invoice balance of \$251,580.76, an increase of
16 over one thousand percent (1000%) compared to the average bill throughout the life of
17 the Project.¹ Glacier Guides vehemently disputed this unconscionable final invoice.
18 PMI, however, refused to release the Vessel until Glacier Guides paid this final invoice
19 in full – knowing that their refusal to return the Vessel would cause Glacier Guides to
20 default on their pre-scheduled charter season, and face substantial liability.

21 Faced with the untenable situation of either paying PMI's illegitimate charges
22 or defaulting on its own charter obligations, Glacier Guides' principals made the only
23 choice they felt was available to secure their Vessel and be under way – they wrote one
24 check for the agreed upon charges, and another check for the disputed charges ("Check

25 _____
26 ¹ To be exact, the final invoice presented by PMI was a 1340.74% increase compared to the average bill amount
of \$17,461.92 between December 21, 2021 and March 22, 2022.

1 757"). Once the Vessel was back in Glacier Guides' possession they cancelled Check
2 757. These facts are generally agreed upon by the parties.

3 **II. FACTUAL BACKGROUND AND CONTROLLING CONTRACTUAL
4 PROVISIONS**

5 On or about December 3, 2021, Glacier Guides and PMI entered into the
6 contract that is central to the dispute before the Court (consisting of a Haul-
7 Out/Launch Agreement & Yard Policies ("Haul-Out Agreement"), Vessel Repair
8 Terms and Conditions ("Terms and Conditions"), and an Authorization for Work
9 Performed ("AWP Agreement") – collectively the "Contract"). Paramount to this
10 agreement was the mutual understanding that the Project would be completed by mid-
11 February 2022, leaving sufficient time for corrections of potential defects and for the
12 Vessel to return to Alaska prior to the start of the spring bear hunting season.

13 Upon delivery of the Vessel, PMI and Glacier Guides established a "Work
14 Plan" consisting of 13 customer signed work orders (the "Project Scope"). Each
15 element of the Project Scope was established as either a fixed-bid cost, a time and
16 materials item, or warranty work to correct PMI's prior non-conforming repairs. All
17 told, it was estimated that the Project would cost approximately \$277,348.00 and that
18 the Vessel would be redelivered to Glacier Guides by mid-February.

19 Key provisions in the Contract that apply in this action are as follows:

20 **1. BASIC AGREEMENT:** Platypus Marine, Inc. agrees to undertake the work on the Vessel as requested by
21 Customer in the Work Description and shall, unless and only to the extent otherwise agreed in the Work
22 Description, provide the facility and all labor, materials, tools, and equipment necessary to perform such work.
23 Platypus' undertaking is limited to the work identified on the Work Description but shall include necessary
removals and replacements for access as well as any changes to the work as requested by Customer and agreed
by Platypus pursuant to Section 4, below.

24 Terms and Conditions, Paragraph 1.

25 //

26 //

1 **B. Payment.** Unless otherwise agreed in the Work Plan, Platypus shall invoice Customer every
2 week, with payment due fifteen (15) days from date of invoice and any remaining balance shall
3 become due at redelivery of the Vessel to Customer. All payments shall be made to Platypus in
4 US dollars without deduction or offset. Amounts due but not paid shall accrue interest at the rate
5 of one percent (1%) per month from date due until paid in full. Notwithstanding anything to the
contrary, all payments shall be made to Platypus before the Vessel is launched from the facility.
A three percent (3%) convenience fee will be added to invoices paid with credit cards. Standard
methods of payment are checks and bank transfers/wires.

6 *Id.*, Paragraph 2 B.

7 3. **FORCE MAJEURE:** Platypus reserves the right to increase price or cancel the contract if its costs increase
8 due to strikes, labor disturbances, unforeseen conditions discovered during the course of repair,
9 unavailability or late delivery of materials, equipment or supplies, inability to obtain labor, materials,
equipment or supplies, fire, explosion, earthquake, flood or adverse weather conditions, or any other
circumstance beyond its direct control.

10 4. **ADDITIONAL WORK:** Customer may at any time request additions to, deletions from, adjustments of, or
11 other changes to the work description as set forth in the Work Description. Although these changes may be
12 oral, Customer shall execute a written change order or otherwise agree by e-mail if requested by Platypus.
All such change orders whether written or oral shall be performed on a time and materials basis as set forth
above and shall be subject to the terms and conditions of this agreement.

13 *Id.*, Paragraphs 3-4.

14 **HAUL-OUT / LAUNCH AGREEMENT**

15 Platypus Marine, Inc. agrees to launch the Ale Grandeur within twenty-four
16 hours of the request of the vessel owner, Zach Decker, and/or the
17 authorized owner's representative, Alish Decker, so long as all contracted
obligations are fulfilled and monies due are paid in full and funds cleared.

18 Haul-Out Agreement, at pg. 1.

19 • All changes, including clarification, to the pre-defined scope of work must be presented in writing to
20 PMI's management for pricing and scheduling change orders prior to commencement of work.

21 *Id.*, at pg. 2.

22 11. **REDELIVERY:** Platypus shall tender the Vessel for redelivery after Platypus' work has been completed.
23 Customers shall inspect the Vessel at such time and/or at any required test and trials to determine whether the
24 work of Platypus conforms to that in the work description as requested, or whether it is found to be non-
25 conforming, defective, or deficient. Customer must inform Platypus in writing of any non-conformity, defect,
or deficiency at the time of such inspection, and shall provide Platypus a reasonable opportunity to correct
the same. Upon completion of such inspection and acceptance of any such corrections by Customer, the Vessel
shall be redelivered to Customer.

26 Terms and Conditions, Paragraph 11.

12. WARRANTY, LIMITATION OF LIABILITY AND WARRANTY CLAIMS: A. Warranty. Platypus warrants that its work shall precisely conform to that identified as the responsibility of Platypus in the Description and any

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Updated May 04, 2021

amendment, that the same shall be free from defects and deficiencies, and that its workmanship shall otherwise be of good commercial quality for a period of one (one) year after the date and time of redelivery of the Vessel to Customer (referred to as the warranty period), subject to the following:

(1). All non-conformities, defects, and deficiencies must be discovered and notified in writing to Platypus within the warranty period identified above.

(2). Platypus shall have reasonable opportunity to inspect the Vessel and claimed non-conformity, defect, and/or deficiency in its condition as first discovered and before any repair has commenced, except in emergency circumstances.

(3). Platypus shall have reasonable opportunity to repair/replace/cure the same. In such an event, Customer shall deliver the Vessel and/or defective work or materials, etc. to Platypus at Customer's expense, and Platypus shall repair/replace/cure the same at its expense, time being of the essence. In the event of emergency circumstances requiring that the repair/replacement occur elsewhere and/or be performed by others, Platypus shall not be responsible for any costs exceeding those which would have been charged by Platypus had it performed the work itself at its facility.

(4) Platypus does not warrant equipment, parts, coatings, and other materials that are provided with the work. All such equipment, parts, coatings, and other materials will fall under the warranty provided by the respective manufacturer.

(5) All paint finishes are guaranteed one (1) year for gloss retention and adhesion. There will be no guarantee against blistering of coatings on wood that is not dry.

(6) All other warranties whether express or implied are specifically disclaimed.

(7) All other warranties whether express or implied are specifically disclaimed.
(7) Platypus' maximum liability pursuant to the warranty set forth herein shall not exceed, in the aggregate, the lesser sum of \$100,000 or the value of the work performed by Platypus under this Agreement.

(8) Customer's sole remedy for damage to the vessel, whether sounding in contract or tort, shall be limited to this warranty.

(9) Platypus' maximum liability to Customer for all causes of action, sounding in contract or tort, is \$100,000, even if the damage was caused by the sole negligence or fault of Platypus.

B. Waivers. Notwithstanding the foregoing, in no event shall Platypus be liable with respect to and Customers specifically waives the following:

(1) any defect in workmanship or materials that was open and evident and/or could have been discovered during the course of work or at the time of redelivery; and

(2) any equipment, parts, materials, or workmanship, other than Platypus warranting its own workmanship associated with the installation of the same, as applicable.

Id Paragraphs 12 A-B

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11

DEFENDANT GLACIER GUIDES, INC.'S TRIAL BRIEF

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1 **C. Exclusivity of Remedy.** The foregoing shall be Customer's sole and exclusive remedy against Platypus; in no
2 event shall Platypus be liable to Customer for work performed on any other basis or under any other theory,
3 including, but not limited to, actions based on negligence or strict liability, and **Customer hereby waives any and**
all other warranties, express and implied, respecting the work, including without limitation all warranties
of merchantability, fitness/suitability for any particular purpose/use and workmanlike service.

4 *Id.*, Paragraph 12 C.

5
6 As owner of the Vessel Alaskan Grandeur (name of vessel), I agree
7 that Zach or Alisha Decker (name of person), the Vessel's representative,
8 agent or captain has the authority to act on behalf of the Vessel and its owner.

9 Also, the person named below will authorize all work performed, pay invoices as scheduled and agree to
any additional work that commences.

10 Zach & Alisha Decker (name of person authorized; e.g., owner, captain, crew worker).

12 AWP Agreement.

13 Succinctly put, the Contract limited PMI's work to the pre-defined Project
14 Scope. Glacier Guides could, however, request changes to the Project Scope either
15 orally or in writing. Changes would then be memorialized through a written change
16 order or e-mail and presented to PMI management for pricing and scheduling change
17 orders. PMI warranted that its work would precisely conform to the Project Scope,
18 including subsequent documented change orders, and that the work would be free
19 from defects and deficiencies. In return, Glacier Guides would promptly pay for
20 PMI's authorized work.

21 If PMI had performed in accordance with the Contract, there would likely be
22 no dispute before the Court. In reality, however, PMI failed to price and schedule
23 authorized changes, unilaterally expanded the Project Scope without authorization,
24 and prioritized other shipyard projects to the detriment of Glacier Guides. Because
25 PMI did not follow its own contractual requirements, the Project was unjustifiably
26 delayed, excessively over budget, and there were numerous defects and deficiencies

1 in the work. Amongst other things, PMI's failures deprived Glacier Guides of the
2 reasonable opportunity to inspect the Vessel upon redelivery and justify the
3 cancellation of Check 757.

4 **III. SUMMARY OF ISSUES, APPLICABLE LAW, AND PRIOR RULINGS**

5 Here, the ultimate issues before the Court are (1) whether PMI breached the
6 Contract and (2) whether Glacier Guides was justified in cancelling Check 757. The
7 evidence at trial will show that both issues should be answered in the affirmative.
8 Additionally, motions *in limine* are currently before the Court.

9 The Court has previously held, and the parties do not dispute, that the Contract
10 is governed by federal maritime law. It is also undisputed that the issues regarding
11 Check 757 are governed by Washington law, specifically Chapter 62A RCW and the
12 progeny caselaw. The Court's prior rulings, however, have limited some of the
13 ancillary issues in this dispute. Specifically, the Court's November 28, 2023 Order
14 (Dkt. 074) on competing motions for summary judgment held that (1) the Contract's
15 limited warranty did not fail its essential purpose; (2) there was no meeting of the minds
16 with respect to an accord and satisfaction of the final invoice and Check 757; and (3)
17 that Glacier Guides did not anticipatorily breach the Contract when it issued a stop
18 payment order on Check 757.²

19 **IV. FACTUAL AND LEGAL ISSUES TO BE DECIDED AT TRIAL**

20 Whether PMI breached its Contract with Glacier Guides presents a mixed
21 question of fact and law. The issue of whether Glacier Guides' stop payment order on
22 Check 757 was justified, however, is predominantly a factual question. Here, Glacier
23 Guides addresses each issue in turn.

25

² Despite the Court's November 2023 Order, Glacier Guides anticipates that PMI will nevertheless raise the
26 argument of anticipatory breach at trial. Therefore, Glacier Guides respectfully requests that the Court address
this issue and the applicability of its prior Order in the event of a pre-trial conference on Friday, June 27, 2025.

1 A. **Glacier Guides is Entitled to Recover Against PMI for Breach of Contract**

2 Vessel repair contracts, like all maritime contracts, are construed under the
3 general principals of contract law: “by their terms and consistent with the intent of the
4 parties.” *Norfolk Southern R. Co. v. James N. Kriby, Pty Ltd.*, 543 U.S. 14, 31 (2004).
5 Clear and unambiguous words in a contract allow its meaning to be determined as a
6 matter of law “in accordance with its plainly expressed intent.” *CITGO Asphalt*
7 *Refining Co. v. Frescati Shipping Co., Ltd.*, 589 U.S. 348, 355 (2020) (internal
8 quotations omitted).

9 Construed as a whole, according to its plain language, the Contract here
10 establishes clear and legally determinable duties, limitations, and procedures governing
11 the Project. Specifically:

- 12 1) PMI’s work was “limited to the work identified” in the pre-defined
13 Project Scope. Terms and Conditions, Paragraph 1; *see also id.*,
14 Paragraph 12 A.
- 15 2) The Project Scope could be increased or decreased by Glacier Guides.
16 Such modifications, however, required specific approval and needed to
17 “be presented in writing to PMI’s management for pricing and
18 scheduling” adjustments “prior to commencement of work.” Haul-Out
19 Agreement, Page 2; *see also* Terms and Conditions, Paragraph 4 (changes
20 may be oral, but required written confirmation); AWP Agreement (Zach
21 and Alisha Decker “will authorize all work performed, pay invoices as
22 scheduled and agree to any additional work”).
- 23 3) PMI warranted that its “work shall precisely conform to [the Project
24 Scope] and any amendment, that the same shall be free from defects and
25 deficiencies, and that its workmanship shall otherwise be of good
26 commercial quality”. Terms and Conditions, Paragraph 12 A.

1 4) Glacier Guides waived “any defect in workmanship or materials that was
2 open and evident and/or could have been discovered during the course of
3 work or at the time of redelivery”. *Id.*, Paragraph 12 B (1).

4 Determining whether PMI breached these provisions, however, is a question of
5 fact.³ Glacier Guides will present evidence at trial that PMI breached the parties’
6 Contract in many ways and deprived Glacier Guides of its benefits under the Contract.

7 1. PMI Breached the Contract by Performing Work Without Proper Written
8 Authorization, Pricing Updates, and Schedule Modifications.

9 PMI failed to limit its work to the pre-defined Project Scope and failed to
10 administer the change order provisions in accordance with its obligations under the
11 Contract. These failures resulted in PMI performing unauthorized work outside of the
12 Project Scope, an unconscionable final invoice, and unjustifiable Project delays.

13 While estimates are not exact, trial testimony from both plaintiff and defense
14 witnesses will demonstrate that standard practices in the boat repair and refit industry
15 are for actual costs not to exceed estimates by more than ten to fifteen percent (10-
16 15%). Here, the proposed total cost of all work based upon the pre-defined Project
17 Scope was approximately \$277,348.00; however, PMI would eventually charge Glacier
18 Guides \$492,253.75 for the work. Excluding authorized change orders, approximately
19 \$185,000 worth of that work was performed with no written authorization or
20 documented change order. Written change orders are of course necessary, and
21 mandated by the Contract, so that both PMI and Glacier Guides understood how
22 changes in the scope of work would affect the schedule and price of the Project.

23 Moreover, pursuant to the Contract, PMI issued bi-monthly invoices to
24 Glacier Guides, which averaged around \$17,000 each, and roughly tracked the expected

25
26

³ See *Western Towboat Co. v. Vigor Marine, LLC*, 544 F.Supp.3d 1100, 1116 (W.D. Wash. 2021); *Miller v. Safeco Title Ins. Co.*, 758 F.2d 364 (9th Cir. 1985).

1 and agreed upon Project budget. It was only at the time of re-delivery of the Vessel
2 that PMI issued a whopping final bill of \$251,580.76. Both fact and expert testimony
3 will be presented at trial to explain how PMI's failure to implement reasonable, industry
4 standard control measures like developing and updating feasible work schedules,
5 subcontractor and supplier coordination, work sequencing and shipyard resource
6 allocations, with appropriate levels of documentation, caused the Project to run
7 dramatically over schedule and allowed costs to balloon wildly out of control,
8 culminating in PMI's unconscionable final bill.⁴ Evidence presented at trial will also
9 show that PMI unreasonably prioritized lucrative Coast Guard repair jobs over its work
10 on the Vessel. This contributed to the Project delays and PMI's defective work at issue
11 here.

12 2. PMI Breached the Contract with its Defective Work.

13 A myriad of work done by PMI was unacceptably defective. Glacier Guides'
14 expert witness Ron Riesner ("Mr. Riesner") – a prominent marine surveyor with more
15 than 50 years' experience – authored an in-depth report on PMI's defective work. Mr.
16 Riesner will testify and present evidence of the extensive list of substandard and
17 defective work PMI performed. This includes certain work that is plainly faulty, such
18 as components which failed leak testing, and a leaking fuel tank which pooled gasoline
19 into the hull of the Vessel, but also includes many items, such as damaged paint and
20 coating application, which fall unacceptably short of the Contract requirement that the
21 work "shall be free from defects and deficiencies," as well as other applicable industry
22
23

24

⁴ PMI's conduct in its performance also raises the ancillary question of whether it conformed with the implied
25 duty of good faith and fair dealing, which may support a finding that PMI breached the Contract. *See e.g.,*
26 *Flores v. American Seafoods Co.*, 335 F.3d 904, 913 (9th Cir. 2003); Restatement (Second) of Contracts § 205
("Every contract imposes upon each party a duty of good faith and fair dealing in its performance and
enforcement.").

1 standards for work on a luxury yacht of the ALASKAN GRANDEUR's type and
2 purpose.

3 Mr. Riesner has calculated and will testify that correcting PMI's defective work
4 would cost \$211,560.00. While the Court's prior Order ruled that a provision of the
5 Contract limiting recoverable damages to \$100,000.00 is enforceable, Glacier Guides
6 will still seek a factual finding from the Court that true value of the damage conforms
7 to Mr. Riesner's opinion, and is limited only by the Contract. Such a finding will
8 simplify the Contract interpretation question in the event of appeal, and abrogate the
9 need to return to the Trial Court for further findings.

10 For its part, PMI may attempt to illicit rebuttal testimony as to a lesser applicable
11 standard of care and lower industry standards. This testimony, however, should not be
12 permitted as it would present an attempt to disclaim PMI's contractual warranties.
13 Furthermore, as the Court held in its June 9, 2025 Order (Dkt. 138), PMI is precluded
14 from eliciting surprise expert opinion testimony from its fact witnesses during trial.
15 Allowing such lesser standard of care testimony to pollute the record would prejudice
16 any further proceedings, such as appeals.

17 3. PMI Breached the Contract by Depriving Glacier Guides of its Contractual
18 Benefits.

19 Throughout the course of litigation, PMI has argued that Glacier Guides "waived
20 the warranty provision because the defects of which it complains were 'open and
21 obvious.'" Dkt. 074, at 20. Glacier Guides anticipates that PMI will seek to further
22 advance this argument at trial. The evidence, however, will show that the Project delays
23 attributable to PMI deprived Glacier Guides of the reasonable opportunity to inspect
24 the Vessel upon redelivery.

25 Indeed, the Contract required Glacier Guides to identify "open and evident"
26 defects or those reasonably discoverable no later than the time of redelivery. Terms

1 and Conditions, Paragraph 12 B (1). Because the Contract imposed the obligation of
2 identifying such defects upon Glacier Guides, it follows, *a fortiori*, that it must have
3 been afforded a reasonable opportunity to conduct such an inspection for defects.
4 Glacier Guides, however, was deprived of this inspection opportunity because of the
5 unreasonable Project delays attributable to PMI.

6 Simply put, PMI cannot seek refuge behind its waiver provisions when it delayed
7 redelivery of the Vessel until the eleventh hour and knew that Glacier Guides had to set
8 sail for Alaska the same day.

9 **B. The Stop Payment Order on Check 757 was Justified**

10 Under RCW 62A.3-515 (a), one entitled to enforce a dishonored check may
11 recover its reasonable costs and attorneys' fees incurred in recovering the sums owed.
12 Nevertheless, if the check "is dishonored by reason of a justifiable stop payment order"
13 the party seeking to enforce the check cannot recover its costs and fees. *Id.* (emphasis
14 added); *see also Toyota of Puyallup, Inc. v. Tracy*, 63 Wn.App. 346, 352-52 (1991);
15 Dkt. 074, at 12. Here, Glacier Guides anticipates that PMI will argue that the stop
16 payment order on Check 757 was unjustified and that it may recover costs and fees.

17 The threshold factual inquiry for the Court regarding the stop payment order is
18 whether Glacier Guides owes the entire amount demanded by PMI to release the Vessel.
19 If the Court determines that Glacier Guides does not owe PMI the entire amount of
20 Check 757, the stop payment order was justified and RCW 62A.3-515 (a) does not
21 apply. At bottom, stopping payment on Check 757 was justified because (1) PMI's
22 work remained incomplete and defective at the time of redelivery; (2) PMI seeks
23 payment for unauthorized, out of scope work; and (3) PMI's conduct deprived Glacier
24 Guides of its benefits under the Contract. Furthermore, the \$15,000.00 reduction on
25 the final invoice does not factor into any accord and satisfaction argument that PMI
26 may assert. In reality, this was a credit provided to Glacier Guides for materials that

were ordered and improperly charged to Glacier Guides but never used on the Project. Keeping with their trend of plainly inadequate documentation, however, PMI did not properly track these charges or credits in their work orders or Captain's reports. Simply put, RCW 62A.3-515 (a) does not apply here, and PMI is not entitled to recover its costs and fees incurred in seeking recovery of Check 757.

V. CONCLUSION

All told, the evidence presented at trial will show that Glacier Guides is entitled to recover against PMI for breach of contract and that the stop payment order on Check 757 was justified. Finally, at the Court's request the parties will be available in Anchorage, Alaska on Friday, June 27, 2025, if an additional pre-trial conference is necessary, prior to the start of a four-day trial on Monday, June 30th.

RESPECTFULLY SUBMITTED this 9th day of June 2025.

SMITH, CURRIE OLES LLP

/s/ Robin L. Kovis

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Attorneys for Glacier Guides, Inc.

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2 **CERTIFICATE OF SERVICE**

3 I hereby certify that on June 9, 2025, a copy of the foregoing Defendant Glacier
4 Guides, Inc.'s Motion in Limine was served electronically on:

5 Donald K. McLean, AKSB No. 0403006
6 Bauer Moynihan & Johnson LLP
7 2102 Fourth Ave, Suite 2400
8 Seattle, WA 98121
9 Telephone: (206) 443-3400
10 Fax: (206) 448-9076
11 Email: dkmclean@bjmlaw.com
12 Email: rsykes@bjmlaw.com
13 Attorney for Plaintiff

14 The undersigned hereby declares, under the penalty of perjury, that the foregoing
15 statements are true and correct to the best of my knowledge.

16 Executed at Seattle, Washington, this 9th day of June 2025.

17
18 */s/ Catherine A. Trimbour*

19 Catherine A. Trimbour, Legal Assistant